

B 8 (Official Form 8) (12/08)

UNITED STATES BANKRUPTCY COURT

District of South Dakota

In re Colleen A. & Brian A. Carman,
DebtorCase No. _____
Chapter 7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A – Debts secured by property of the estate. *(Part A must be fully completed for EACH debt which is secured by property of the estate. Attach additional pages if necessary.)*

Property No. 1	
Creditor's Name: Home Federal Bank	Describe Property Securing Debt: Residential Home 2304 S Hwy 281, Aberdeen, SD
Property will be <i>(check one)</i> : <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained If retaining the property, I intend to <i>(check at least one)</i> : <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)). Property is <i>(check one)</i> : <input type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 2 <i>(if necessary)</i>	
Creditor's Name:	Describe Property Securing Debt:
Property will be <i>(check one)</i> : <input type="checkbox"/> Surrendered <input type="checkbox"/> Retained If retaining the property, I intend to <i>(check at least one)</i> : <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)). Property is <i>(check one)</i> : <input checked="" type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

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Page 2

PART B – Personal property subject to unexpired leases. *(All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)*

Property No. 1		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

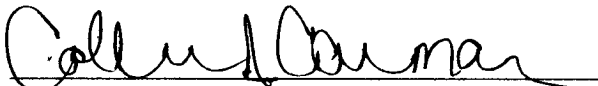
Property No. 2 <i>(if necessary)</i>		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No. 3 <i>(if necessary)</i>		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

4 continuation sheets attached *(if any)*

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date: 10-7-09


Signature of Debtor ✓


Signature of Joint Debtor

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION (Continuation Sheet)

PART A - Continuation

Property No. 2	
Creditor's Name: Beneficial	Describe Property Securing Debt: 2nd Mortgage on Primary Residence
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Continuation

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION*(Continuation Sheet)***PART A - Continuation**

Property No. 3	
Creditor's Name: HeathCare Plus Federal Credit Union	Describe Property Securing Debt: 2005 Ford Freestar Van
Property will be <i>(check one)</i> : <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to <i>(check at least one)</i> : <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is <i>(check one)</i> : <input checked="" type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Continuation

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION (Continuation Sheet)

PART A - Continuation

Property No. 4	
Creditor's Name: HeathCare Plus Federal Credit Union	Describe Property Securing Debt: 1997 Ford Explorer
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Continuation

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION (Continuation Sheet)

PART A - Continuation

Property No. 5	
Creditor's Name: Santander, Consumer USA	Describe Property Securing Debt: 2001 Chevy S10 Pickup
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)). Property is (check one): <input type="checkbox"/> Claimed as exempt <input checked="" type="checkbox"/> Not claimed as exempt	

PART B - Continuation

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

Property No.		
Lessor's Name:	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

**HEALTHCARE PLUS FEDERAL CREDIT UNION**

P.O. Box 1857
305 S. State St. / 203 S. Dakota St.
Aberdeen, SD 57402-1857
Phone: (605) 622-5508 / (605) 622-4080

**LOAN AND SECURITY AGREEMENTS
AND DISCLOSURE STATEMENT**

LOAN DATE Dec 11, 2008	LOAN NUMBER 19713	ACCOUNT NUMBER 40280-4 2	GROUP POLICY NUMBER 040-0184-3	MATURITY DATE Dec 20, 2013
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BORROWER 1

NAME AND ADDRESS
COLLEEN CARMAN
2304 S HWY 281
ABERDEEN, SD 57401-8701

BORROWER 2

NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)
BRIAN A CARMAN
2304 S HWY 281
ABERDEEN, SD 57401

TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is \$ which includes your downpayment of \$
8.000 %	\$ 2,837.14	\$ 13,012.85	\$ 15,849.99	

Your Payment Schedule Will Be:

Number of	Amount of Payments	When Payments Are Due
129	\$ 122.00 Bi-Weekly	Beginning Jan 09, 2009
1	\$ 111.99	Dec 20, 2013

Prepayment: If you pay off early you will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.

Assumption: Someone buying your mobile home cannot assume the remainder of the loan on the original terms.

Demand: ☐ This obligation has a demand feature.
☐ All disclosures are based on an assumed maturity of one year.

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pay \$

Late Charge:

If you are 10 or more days late in making your payment, you will be charged \$20.00.

Filing Fees	Non-Filing Insurance
\$	\$

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
FORD	EXPLORER	FORD	1997	1FMDU32X5VUC76378	\$	5025.00
FREESTAR	FREESTAR	FORD	2005	2FMZA57655BA19835	\$	10625.00

Other (Describe)

Pledge of Shares \$ 0.00 in Account No. \$ 0.00 in Account No.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

SIGNATURES

By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign as "Owner of Property" you agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

Colleen Carman (SEAL) 12-11-08
BORROWER 1 DATE

Brian Carman (SEAL) 12-11-08
BORROWER 2 DATE

(SEAL)
OTHER BORROWER OWNER OF PROPERTY WITNESS DATE

(SEAL)
OTHER BORROWER OWNER OF PROPERTY WITNESS DATE

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ 13,012.85	\$ 9,689.00	\$ 3,323.85	\$ 0.00
Amounts Paid to Others on Your Behalf: (If an amount is marked with an asterisk (*) we will be retaining a portion of the amount.)			
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	
0.00 To	-	0.00 To	

LOAN AGREEMENT

In this Loan Agreement ("Agreement") all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you," or "your" mean each person who signs this Agreement as a borrower.

1. PROMISE TO PAY - You promise to pay \$ _____ to the Credit Union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is _____ % per year.

Collection Costs:

You promise to pay all costs of collecting the amount you owe under this Agreement to the extent permitted by state law.

2. PAYMENTS - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan.

3. LOAN PROCEEDS BY MAIL - If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

4. SECURITY FOR LOAN - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. A dwelling secures this loan only if it is described in the "Security" section of the Truth in Lending Disclosure for this loan. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law.

For all borrowers: You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. **The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

5. DEFAULT - You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application.

You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

6. ACTIONS AFTER DEFAULT - When you are in default, we may demand immediate payment of the entire unpaid balance under this Agreement. You waive any right you have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.

7. EACH PERSON RESPONSIBLE - Each person who signs this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.

8. LATE CHARGE - If you are late in making a payment, you promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.

9. DELAY IN ENFORCING RIGHTS - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.

10. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

11. NOTICES - Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.

12. OTHER PROVISIONS -

SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

1. THE SECURITY FOR THE LOAN - You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **If the Property is not a dwelling, the security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not to retitle property in another state without telling us.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

8. DEFAULT - You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it. You will also be in default under this Agreement if the Loan is in default.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default, we may demand immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

13. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.00.

☐ **The following notice applies ONLY when the box at left is**

14. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

15. OTHER PROVISIONS -

P.O.Box 1857

Aberdeen, SD 57402-1857

BORROWER 1 NAME AND ADDRESS

COLLEEN CARMAN
2304 S HWY 281
ABERDEEN, SD 57401-8701

BORROWER 2 NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)

BRIAN A CARMAN
2304 S HWY 281
ABERDEEN, SD 57401

Collateral	Property/Model/Make	Year	I.D. Number	Lien Amount	Value	Key Number
FORD	EXPLORER	FORD	1997 1FMDU32X5VUC76378	\$	\$	5025.00
FREESTAR	FREESTAR	FORD	2005 2FMZA57655BA19835	\$	\$	10625.00
				\$	\$	

Other (Describe)

Pledge of Shares \$ 0.00

in Account No.

\$ 0.00

in Account No.

SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

1. THE SECURITY FOR THE LOAN - You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **If the Property is not a dwelling, the security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not to retitle property in another state without telling us.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

8. DEFAULT - You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it. You will also be in default under this Agreement if the Loan is in default.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default, we may demand immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

13. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.00.

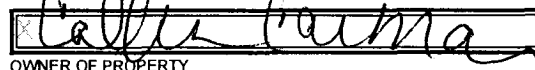
☐ The following notice applies ONLY when the box at left is marked.


14. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

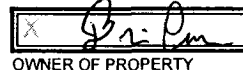
15. OTHER PROVISIONS -

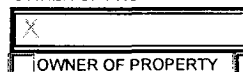
SIGNATURES

By signing below, you agree to the terms of this Security Agreement.

 (SEAL) 12-11-08
OWNER OF PROPERTY DATE

 (SEAL)
OWNER OF PROPERTY DATE

 (SEAL) 12-11-08
OWNER OF PROPERTY DATE

 (SEAL)
OWNER OF PROPERTY DATE

002-05 Ford Freestar

40280-4 as of 10/07/2009

Payoff Amount: \$11,752.96	Available Limit: \$0.00	Current Balance: \$11,740.10
Next Due Date: 10/16/2009	Next Payment: \$122.00	Interest Rate: 8.000 %
Daily Rate: \$2.57		

Transactions by Date Since 09/07/2009

Effective Date	Transaction Desc.	Amount	Principal	Interest	Fees	Balance
09/07/2009	Previous Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$11,911.26
09/18/2009	SHARE/LOAN PMT From Acct 40280-4 009	-\$122.00	-\$85.45	-\$36.55	\$0.00	\$11,825.81
10/02/2009	SHARE/LOAN PMT From Acct 40280-4 009	-\$122.00	-\$85.71	-\$36.29	\$0.00	\$11,740.10

Return to the top

0028.AM3Q.NOW676638.3015

#BWNGXPL#
#77825271#COLLEEN CARMAN
2304 S HIGHWAY 281
ABERDEEN, SD 574018701-8701

Summary As Of: 08/31/2009

Account Number: 77825271000 Reg Payments due on: 18th
 Balance: \$15,679.48 Reg Payment Amount: \$388.77
 Payments Made: 21 Maturity Date: 12/19/2013
 Last Payment Made: 08/19/2009 Last Payment Amount: \$746.70

Account Status as of: 08/31/2009

Payments Due:

10/18/2009 \$388.77 Fees: \$0.00
 Late Charges: \$0.00
 Past Due Amount: \$0.00
 Total Amount Due: \$388.77

Activity Since Your Last Statement

08/19/2009 Payment Made -\$746.70

Pay Online - santanderconsumerusa.com

We accept payments from checking/savings accounts, credit and pinless debit/ATM cards. You can make a one-time payment or set up a recurring online payment plan. A convenience fee may be charged for using this service.

Pay by Phone - 1-888-222-4227

Make your payment by phone anytime. Please have your number from your checking, savings, credit card or pinless debit/ATM account ready when you call. You will also need your Santander Consumer USA account number.

Money Gram

Use Money Gram to make your payment. Bring your payment and fee in cash to the agent nearest you. Call toll-free 1-800-555-3133 for the Money Gram location nearest you. You will need the following information:

Receive Code: 1544
 Your account number: 77825271000

Western Union

Use Western Union Quick Collect to make your payment. Bring your payment and the fee in cash to an agent near you, or use the Quick Collect by Phone service and pay with a VISA or MasterCard issued debit or credit card. Call toll-free 1-800-325-6000 for the agent location nearest you. You will need the following information:

Code City: PITSTOP
 State Code: TX
 Your account number: 77825271000

Payment Information

For prompt and accurate processing of your payment, please write your account number on your check and return it with the lower portion of this statement in the envelope provided.

#BWNGXPL#
#77825271#

COLLEEN CARMAN

↑ To receive proper credit, please detach and return your payment and indicate amount paid. ↑



Alerts

No valid work phone number please update online
 Account is currently setup on recurring payments

☐

If you are taking advantage of our automatic payment plan or have an address change, please check the box and fill out the reverse side.

☐

If you do not want your check converted to an electronic debit, please check the box.



SANTANDER CONSUMER
 PO BOX 660633
 DALLAS, TX 75266-0633



Please make all checks payable to Santander Consumer USA. If you are sending in additional money to reduce your balance, please indicate below.

Payment Due Date: 10/18/2009
 Account Number: 77825271000
 TOTAL DUE: \$388.77

Additional Payment: \$ _____
 Total Amount Enclosed: \$ _____

030077825271000 00038877 00038877 1

Mail Payoff Checks to:

Santander Consumer USA
P.O. Box 660633
Dallas, TX 75266-0633

If you are in or intend to file bankruptcy all notifications must be sent to:

Santander Consumer USA
Attention: Bankruptcy Dept.
P.O. Box 560284
Dallas, TX 75356-0284

All verbal communication regarding a Bankruptcy needs to be made by contacting the Bankruptcy Department at 1-888-437-4846.

Mail Overnight Payments:

Santander Consumer USA
1010 W. Mockingbird Lane
Suite 100
Dallas, TX 75247

Mail Insurance Information:

Santander Consumer USA
P.O. Box 47260
Atlanta, GA 30362

Please Mail Correspondence Other Than Payments or Insurance to:

Santander Consumer USA
P.O. Box 562088
Suite 900 North
Dallas, TX 75247

Automated Account Information

Please call toll-free 1-888-222-4227 to obtain your payoff information, next payment due, date of last payment or to update your account at any time. You may also use this system to make a payment by phone. Follow the simple instructions that will guide you through our menu.

Insurance - Coverage is Mandatory

Your contract includes a requirement to maintain an insurance policy on your vehicle that provides comprehensive and collision coverage and to have a Loss Payee and Additional Insured Endorsement. Please make sure this information is correctly disclosed on your policy. Please call toll-free 1-888-222-4227 to update your policy information at any time.

Auto Pay - It's smart, it's FREE, and it's easy!

You have plenty of other things to worry about, so let us handle your vehicle payments. Sign up today for Auto Pay and your monthly payments will automatically be deducted from your personal checking or savings account and credited to your account by the payment due date. You will never have to worry about a late or missing car payment again!

> Sign up today!

Simply visit santanderconsumerusa.com to sign up, or call us toll-free at 1-888-222-4227 and an account manager will be happy to assist you.

▪ To stop or cancel Auto Pay:

Simply provide us with a 30-day written notice from the customer who authorized the recurring ACH transactions on the relevant account, and we will process the cancellation.

If you change financial institutions or accounts:

▪ You may stop payment of a debit entry by providing written notification to both Santander Consumer USA and your financial institution prior to closing or changing your account.

If you choose to pay by check and your check is returned unpaid or insufficient or uncollected funds, you are giving the company permission, in advance, to electronically re-present this item and assess a return fee to your account as provided for and in an amount consistent with your contract and applicable state and federal laws. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.


Notice to Customer: To ensure Quality Customer Service, telephone calls may be subject to monitoring and/or recording. We may report information about your account to credit bureaus. Late payment(s), missed payment(s) or other default(s) on your account may be reflected in your credit report.

Accounts Receivable Conversion: By remitting a check for payment, you are authorizing Santander Consumer USA to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check where permitted by law. This electronic debit will be for the exact amount of your check. If an electronic debit is processed, the funds may be withdrawn from your account the same business day the payment is received, and your check will not be returned to your financial institution. If you do not want your check converted to an electronic debit, please check the appropriate box on your remittance coupon.

Change of address/telephone information or Auto Pay authorization may also be done online at santanderconsumerusa.com

Change of address/telephone information (please print)

Auto Pay authorization (please print)

Street			City			State		
Zip			Home			Phone		
Business Phone			Cell Phone					
E-mail Address								
If the vehicle is being garaged at a location other than the new mailing address, please enter to reflect the correct garaging information.								
			Street			City		
			State			Zip		

Name on the Account			Santander Consumer USA Account Number		
Financial Institution Name and Phone Number					
Checking/Savings Account Number			ACH Routing Number		Checking/Savings
Amount to Debit		Start Date		Day of Month/Due Date	
I hereby authorize Santander Consumer USA to initiate entries to my checking or savings account at the financial institution above, for the purpose of making my monthly auto payments. I also authorize the financial institution to withdraw these payments from my account. I Hereby Agree To All The Terms And Conditions As Noted Above.					
Primary Name on the Account			Date		Signature
Second Name on the Account			Date		Signature



Statement for
**COLLEEN A CARMAN &
 BRIAN A CARMAN**
 Account Number
0016274813

Statement Date	Sept 02, 2009
Payment Due	\$185.75
Payment Due Date	Sept 19, 2009
Beneficial Branch 800-365-0175 P.O. BOX 3425 BUFFALO, NY 14240	Customer Service 800-365-0175 Website WWW.BENEFICIAL.COM

To avoid late charges we must receive your payment by 09/29/09 during business hours.

Payment Detail

Your payment due 09/19/09

Principal & Interest	170.09
Total Optional Ins	15.66
LIFE INSURANCE	15.66
Standard Payment	185.75
Payment Due	\$185.75

Account Summary

Summary as of 09/02/09

Balances Owed	
Principal Balance ¹	13,431.68

1) Your Principal Balance is not a payoff amount. To receive information on paying off your loan, please call us at 800-957-0003 or visit www.beneficial.com.

**Now you can
check your
statement online.**

It's free, easy and secure.
See up to 12 months
of past statements!

**Register at
www.beneficial.com.**

Recent Activity

Account activity since last statement

Date	Description	Total Amount	Principal	Interest	Total Escrow	Advance	Insurance Premium	Late Charge	Other Fees	Unapplied Funds
08/19/09	MORTGAGE PYMT	185.75	15.56	154.53						
08/19/09	LIFE INSURANCE						15.66			

Page 1 of 2

STMT0209F (02/09)

Payment Coupon

Make checks payable to : **Beneficial**
 Always write your account number on your check.

Account Number: **0016274813**
 Payment Due Date: **Sept 19, 2009**
 Payment Due: **\$185.75**

Enclose this coupon with your payment.

Please check here for change of address & complete other side

Amount Enclosed: \$

COLLEEN A CARMAN
 BRIAN A CARMAN
 2304 S. HWY 281
 ABERDEEN, SD 57401-8701

Beneficial
 P.O. Box 5233
 Carol Stream, IL 60197-5233



840 0016274813 0021075 0018575

02 01 02 0001909 0016274813 NNNNNNN7NNNNN

PAYMENT NO.
6

ACCOUNT NUMBER
00000009280082

BRIAN A CARMAN
COLLEEN A CARMAN

**HOME
FEDERAL
BANK**
HOME FEDERAL BANK
PO BOX 5000
SIOUX FALLS, SD 57117-5000

DUE DATE		AMOUNT DUE
OCT 01 09		492.48
AFTER THIS DATE		
OCT 16 09		
LATE CHARGE		
PAY THIS AMOUNT		
		512.17
		19.69

ADDITIONAL AMOUNTS REMITTED:	
REGULAR PAYMENT	
ADDITIONAL PRINCIPAL	
ADDITIONAL ESCROW	
OTHER	
TOTAL REMITTED	

⑆291471134⑆ 00000009280082⑈

⑈0000049248⑈